



January 2004

TERMS OF SERVICE AND SERVICE LEVEL AGREEMENT

PLEASE BE SURE TO READ THIS INFORMATION THOROUGHLY.

1) Definition of Terms

- a. "We", "Us" "VSM" or "VSM.NET" refers to Virtual Sound + Motion, Inc., a Delaware Corporation with principal offices at 992 Winterberry Dr. Marco Island, Fl. 34145
- b. "You", "The Client" or "The Customer" refers to any party paying VSM for services of any kind.

2) Billing Terms

- a. All invoices are due net 15.
- b. If payment is not received at VSM by the close of the last business day of any month, a late fee of 1.5% will be applied upon the next billing.
- c. A late notice will be attached to any invoice with a past due amount.
- d. If payment is not received within 60 days, services will be disconnected.
- e. Any service that has been disconnected for non-payment must be paid in full before service is restored. A reconnection fee of \$50.00 may apply, at the discretion of VSM.
- f. VSM will notify clients using credit cards if the card has been declined for any reason. Appropriate corrective action is required to avoid late fees or disconnection of service as described above.

3) Services and Rates

- a. Services and Rates are subject to change without notice. If such a change directly affects current customers, you will be notified in writing at least 30 days prior to such a change.
- b. A complete list of Services and Rates is available on our website at <http://www.vsm.net>
- c. Website maintenance or service requests are handled in the order in which they are received. VSM.NET requires 1 to 5 business days to effect most changes. All requests must be received in writing via email or fax.

- d. Domain names and the information contained in their WHOIS records are the sole responsibility of the customer. VSM will make all reasonable attempts to keep domain records current and track domain expiration dates, but the customer is ultimately responsible for their own domain information.

4) Fees

- a. Late fees will be applied as outlined in Section 2.
- b. Reconnection fees shall not exceed \$50.00
- c. Passwords or user names which need to be retrieved or changed for ANY services, including but not limited to: Internet Access, Log Reports, Mailing Lists, Forums, eMail and Web-based Administration Systems will incur a \$10.00 fee. Passwords in many cases CAN NOT be retrieved, because they are obscured even from VSM.NET. Therefore, a new password may be required. To avoid this fee, PLEASE WRITE DOWN YOUR USER NAMES AND PASSWORDS AND STORE THEM IN A SAFE PLACE.
- d. There will be a \$50.00 “park and point” fee annually for domains that are inactive (not otherwise billed) on our servers.

5) General

- a. *Hours of Operation:* Monday through Friday, 9 AM to 5 PM, excluding holidays. Voice mail and eMail are monitored at all other times for emergencies.
- b. *Service Level Agreement:* VSM warrants and represents that it has the capacity to perform the services listed on its website at <http://www.vsm.net>, and to maintain not less than ninety-nine and one-half per cent (99.5%) uptime (accessibility) during the course of its agreements **except that** VSM shall not be liable for any delays or failures in accessing services that are caused by the client; by fire, flood or other acts of god; by governmental requirements; by acts of terrorism; or by other parties or causes that are beyond the control of VSM. For each continuous hour that a contracted service is inaccessible for any reason but those listed above, a full-day’s credit will be given to any client requesting such a credit in writing within 24 hours of the outage. Credit requests must be emailed to SLA@vsm.net and must contain: the date and time of the outage; the case number assigned by VSM when the outage was first reported; and the service that was interrupted. THIS SLA DOES NOT APPLY TO DIAL-IN (56k internet access) USERS.
- c. *Limitations:* VSM does not make any express or implied warranties, representations or endorsements whatsoever with regard to any merchandise, information or service provided by clients through their websites, nor shall VSM be liable for any cost or damage arising either directly or indirectly from any such transaction.
- d. *Enforceability:* If any portion of this document shall be declared invalid or unenforceable by any court of competent jurisdiction, the remaining portion thereof shall nonetheless remain in full force and effect.